

PTO/SB/80 (11-04)

Approved for use through 11/30/2005. OMB 0651-0035  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO**

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☐

Practitioners associated with the Customer Number:

47550

OR

☐

Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒

The address associated with Customer Number:

47334

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone	Fax		


Assignee Name and Address:

Mendel Biotechnology Inc.  
21375 Cabot Boulevard  
Hayward, California 94545

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/80 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

**SIGNATURE of Assignee of Record**

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	July 20, 2005
Name	Neal I. Gutterson	Telephone	510-259-6125
Title	Chief Operating Officer		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PTO/SB/96 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: GUTTERSON, NealApplication No./Patent No.: 09/924,197 Filed/Issue Date: August 7, 2001Entitled: **IMPROVED METHODS OF GENE SILENCING USING INVERTED REPEAT SEQUENCES**

Mendel Biotechnology, Inc.

, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Neal Gutterson  
Signature  
Neal Gutterson  
Printed or Typed Name  
Chief Operating Officer  
Title

July 20, 2005  
Date  
610-259-6125  
Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**ASSIGNMENT OF PATENT RIGHTS**

This ASSIGNMENT OF PATENT RIGHTS, is made effective as of this 13<sup>th</sup> day of May, 2005, ("Assignment") by and between **DNA Plant Technology Corporation**, a Delaware corporation having a place of business at 3021 North Grand Avenue, Nogales, Arizona 85621 ("Assignor"), and **Mendel Biotechnology, Inc.**, a California corporation having a place of business at 21375 Cabot Boulevard, Hayward, California 94545 ("Assignee").

**W I T N E S S E T H**

WHEREAS, Assignor is the sole owner of United States Patent Application Number 09/924,197 filed August 7, 2001 and entitled "Methods of Gene Silencing Using Inverted Repeat Sequences" (hereinafter referred to as the "Patent Application");

WHEREAS, Assignor desires to assign, for good and valuable consideration, to Assignee all of its right, title and interest in and to the Patent Application;

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Patent Application; and

WHEREAS, the parties desire that the assignment of the Patent Application be made a matter of record in the United States Patent and Trademark Office;

NOW, THEREFORE, in furtherance of these desires, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties hereby agree as follows:

1. As set forth herein, Assignor does hereby assign, transfer, and convey (and agrees to assign, transfer and convey) to Assignee and its successors and assigns, all of Assignor's entire right, title, and interest in and to the invention as described in the Patent Application, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the Patent Application (and the right to apply for any of the foregoing), any foreign equivalents of any of the foregoing, and any and all other rights and interests arising out of, in connection with or in relation to the foregoing ("Invention");

2. In consideration for assigning it rights in the Invention hereunder, Assignee shall concurrently pay to Assignor the sum of \$ 3700.00;

3. The right, title, and interest in and to the Invention hereby conveyed by Assignor to Assignee pursuant to this Assignment includes all rights to causes of action and remedies related thereto, including the right for Assignee to sue, at Assignee's expense, for any past, present or future infringement, misappropriation or violation or rights related to the foregoing

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and, to secure all available remedies and recover all damages and costs for Assignee's sole benefit;

4. Upon the request of the Assignee and at Assignee's expense, the Assignor shall, and shall ensure that its employees, execute and provide such further assignments, documents, and other instruments and extend such other cooperation as may be necessary to assign to the Assignee, file, protect, defend or enforce its rights in the Invention and shall assist the Assignee in applying for, obtaining, defending and enforcing patents or other rights in the United States and in any foreign country with respect to the Invention. In the event that Assignee is unable, after reasonable effort, to secure Assignor's signature necessary to obtain or enforce any patent, copyright or other protection relating to the Invention, Assignor hereby designates and appoints Assignee and its duly authorized officers and agents as Assignor's attorney-in-fact for the limited purpose of performing any and all lawfully permitted acts necessary for Assignee to obtain or enforce such protections;

5. Assignor makes no guarantees as to the patentability of the subject matter set forth in the Patent Application;

6. Assignee acknowledges that certain third parties, including Seminis, Inc., may have ownership or license rights to the Patent Application and subject matter thereof. Assignee agrees that the Patent Application is being transferred AS IS and Assignor shall not be liable for any claims arising from such third party rights;

7. This Agreement constitutes the entire agreement between Assignor and Assignee concerning the subject matter hereof and supersedes all prior or contemporaneous discussions, communications and agreements, whether oral or written, between Assignor and Assignee relating to the subject matter hereof; and

8. Assignor hereby authorizes and request the Commissioner of Patents and Trademarks to issue to Assignee or its successors or assigns any Letters Patent that may issue from the Patent Application.

Signed and agreed to by Assignor and Assignee as of the date first written above.

**DNA PLANT TECHNOLOGY  
CORPORATION**

**MENDEL BIOTECHNOLOGY, INC.**

By: Arthur H. Finnel  
Name: ARTHUR H FINNEL  
Title: ATTORNEY-IN-FACT

By: Neal Guttersen  
Name: Neal Guttersen  
Title: COO + Sr VP, R & D